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	Responsible	General Counsel
GENERAL POLICIES		
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RELATED POLICIES:	RELATED DIRECTIVES:	
1. Code of Ethics	3. Internal Work Regulations	
2. Open Access	4. Scientific or Technical Publications by Research Staff	
	5. Submission of Research Papers for Internal Review	
	6. Outstanding Research Publication Award	

Intellectual Assets “IA Policy”

1. BACKGROUND

In March 7 2012, the CGIAR Consortium and Centers adopted a set of principles on the management of intellectual assets (‘CGIAR IA Principles’) to provide a common set of principles to govern the management of intellectual assets (IA) produced, acquired or disseminated by the CGIAR Centers.

This Policy is revised and updated to align with the CGIAR IA Principles and relevant international developments in Intellectual Property (IP) and related fields.

2. RATIONALE

CIAT's IA Policy, management and practice are intended to be supportive of and consistent with:

- a. The CGIAR Principles on the Management of Intellectual Assets and the Implementation Guidelines;
- b. The International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA), as CIAT hosts an ‘in-trust’ collection of plant genetic resources, and for the benefit of the international community along with 10 other Centers signed agreements in 2006 with the Governing Body of the ITPGRFA, placing those collections within the purview of the Treaty.
- c. The Convention on Biological Diversity (‘CBD’) and its objectives, including the conservation of biological diversity, the sustainable use of its components, and the fair and equitable sharing of benefits arising out of the utilization of genetic resources;
- d. Fundamental Rights as stated in particular in the Universal Declaration on Human Rights and other relevant international treaties;
- e. All applicable International Treaties, supranational and national laws related to Intellectual Property.

3. PRINCIPLES

CIAT has adopted the following six (6) principles, as described in the CGIAR IA PRINCIPLES, to guide its management of Intellectual Assets:

- a. International Public Goods: committing to their widespread diffusion and use to achieve the maximum possible access, scale, scope of impact and sharing of benefits to advantage the poor, especially farmers in developing countries.
- b. Public Private Partnerships: are critical to ensuring access to the best knowledge and innovation, and that they may require incentives that must be designed, managed and monitored in accordance to the CGIAR IA PRINCIPLES.
- c. Farmers' Rights: CIAT recognizes the indispensable role of farmers, indigenous communities, agricultural professionals and scientists in conserving and improving genetic resources; and seeks to be respectful of national and international efforts to protect and promote farmers' rights as envisaged by the Treaty, and support the development of appropriate policies and procedures for their recognition and promotion.
- d. Genetic Resources for Food and Agriculture: CIAT supports the effective conservation and widespread use of all genetic resources for food and agriculture, as well as facilitated access to Plant Genetic Resources for Food and Agriculture in accordance with the Treaty.
- e. Sound Management of Intellectual Assets and Intellectual Property Rights: CIAT shall manage its Intellectual Assets and IP Rights with integrity, fairness, equity, responsibility, and accountability. CIAT shall use its best endeavors to engage in IP Rights due diligence for the activities that it carries out, and, in particular, to secure where appropriate (e.g. through licenses or non-assert covenants) the IP Rights that are necessary for the development and delivery of products/services without infringing third party IP Rights.
- f. Maximizing Global Accessibility and Impact: All Intellectual Assets produced or acquired by CIAT shall be managed in ways that maximize their global accessibility and/or ensure that they lead to the broadest possible impact on target beneficiaries in furtherance of the CGIAR Vision, through Prompt Dissemination of Research Results, when possible.

4. LIMITED EXCLUSIVITY AGREEMENTS

CIAT may grant limited exclusivity for commercialization of the respective Intellectual Assets it produces ("**Limited Exclusivity Agreements**"), provided that:

- a. such exclusivity is:
 - i. necessary for the further improvement of such Intellectual Assets or to enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision, and
 - ii. as limited as possible in duration, territory and/or field of use,
- b. and the Limited Exclusivity Agreements provide that the Intellectual Assets remain available in all countries:
 - i. for non-commercial research conducted by public sector organizations in furtherance of the CGIAR Vision ("**Research Exemption**"), and
 - ii. in the event of a national or regional Food Security Emergency for the duration of the emergency ("**Emergency Exemption**").

To deviate from the above mentioned, CIAT needs previous approval from the Consortium, for which CIAT shall submit a written request which contains the following statements:

- a. showing that the Limited Exclusivity Agreement meets the conditions provided under Article 4 (a) of this Policy (Article 6.2.1 (a) of the CGIAR IA Principles),
- b. explaining the reasons for the requested deviation and
- c. showing that the deviation does not jeopardize the furtherance of the CGIAR Vision.

5. INCORPORATION OF THIRD PARTY INTELLECTUAL ASSETS

CIAT may enter into agreements for the acquisition and use of third party Intellectual Assets that restrict the global accessibility of the products/services resulting from the use of such Intellectual Assets for commercialization, research and development ("**Restricted Use Agreements**"), provided that:

- a. to the best of CIAT's knowledge, it is unable to acquire equivalent Intellectual Assets from other sources under no or less restrictive conditions,
- b. the products/ services that are intended to result from the use of such third party Intellectual Assets will further the CGIAR Vision in the countries where they can be made available, and
- c. CIAT shall use its best efforts to ensure that such third party Intellectual Assets are only used in relation to, or incorporated into, such intended products/services.

6. INTELLECTUAL PROPERTY RIGHTS

- a. CIAT is committed to the prudent and strategic use of IP Rights.
- b. CIAT shall carefully consider whether to register/ apply for (or allow third parties to register/apply for) patents and/or plant variety protection ("**IP Applications**") over the Centers' respective Intellectual Assets. As a general principle, such IP Applications shall not be made unless they are necessary for the further improvement of such Intellectual Assets or to enhance the scale or scope of impact on target beneficiaries, in furtherance of the CGIAR Vision.
- c. All IP Rights shall be exercised consistently with Articles 6.1 to 6.3 of the CGIAR IA Principles.

7. OWNERSHIP

All Intellectual Property Rights derived from Intellectual Assets where a staff member, student, practitioner, visiting researcher, contractor, consultant, third parties operating on behalf of CIAT, etc. were hired to perform by CIAT, independent of the type of contract, are the property of CIAT and as such shall be vested in CIAT. As a result, they are required to disclose to CIAT all creations and innovations made during the course of their employment or affiliation with CIAT, as well as to keep track of all Intellectual Assets created during that time, having to report on said information to the Legal Office, at least once a year and at the end of their employment or affiliation with CIAT.

8. DESIGNATED GERmplasm

Designated germplasm will **ONLY** be made available to recipients under conditions set forth in the Standard Material Transfer Agreement (SMTA)

9. NON-DESIGNATED GERmplasm / PRODUCTS OF CENTER RESEARCH.

- a. CIAT reserves the right to retain research products for its own use, and to enter into agreements to distribute research products in a targeted or selective manner to certain partners and/or in certain markets.
- b. Where appropriate, recipients of non-designated germplasm and products of Center research will be required to recognize CIAT publicly as the source of the original material or product.
- c. Non-designated germplasm/products of Center research will be made available to recipients under conditions set

forth in a Material Transfer agreement (MTA) developed for this purpose.

- d. CIAT may hold collections, for itself and for others under secure “black box” conditions, for conservation purposes, under terms agreed with the Program or owner.

10. REPORTING

- a. **Assurance of Compliance.** CIAT shall provide annually to the Consortium a written assurance by its Board of Trustees that CIAT has, during the preceding year, complied with the CGIAR IA Principles and, in particular, with the provisions of Article 5 on the sound management of Intellectual Assets and the requirements laid down in Article 6.
- b. **Center IA Report.** CIAT shall provide annually to the Consortium a report, satisfactory to the Consortium, regarding the application of the CGIAR IA Principles during the preceding year (“**Center IA Report**”). The Center IA Report shall, in particular, list and provide a general description of each Limited Exclusivity Agreement, Restricted Use Agreement and IP Application that was concluded/made during the preceding year, as well as clear and relevant information showing that the requirements laid down in Articles 5 and 6 have been met (“**Justifications**”). The information contained in the Justifications shall be subject to the confidentiality obligations to which the Center may otherwise be bound vis-à-vis third parties.
 - i. CIAT shall not undertake confidentiality obligations which would prevent it from providing the necessary Justifications as per this article.

11. MISCELLANEOUS

Responsibility for implementing this Policy rests with the Director General of CIAT. Only the Director General is authorized to sign transfer of property rights agreements. He/she will be assisted in intellectual property rights matters by the General Counsel.

All intellectual property rights agreements will be centrally filed in the Legal Office.